

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .22 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Ferox Strategies LLC

2. Registration Number

6922

3. Primary Address of Registrant

300 New Jersey Avenue NW, Suite 1075, Washington, DC 20001

4. Name of Foreign Principal

Ministry of Production, Foreign Trade,
Investments and Fisheries of the Republic of
Ecuador (on behalf of Arnold & Porter Kaye
Scholer LLP)

5. Address of Foreign Principal

Plataforma Gubernamental Financiera, Amazonas entr,
Union Nacional de Periodistas y Alfonso Pereira
Quito
ECUADOR

6. Country/Region Represented

ECUADOR

7. Indicate whether the foreign principal is one of the following:

☒ Government of a foreign country¹☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (*specify*) _____☐ Individual-State nationality _____

8. If the foreign principal is a foreign government, state:

a) Branch or agency represented by the registrant

Ministry of Production, Foreign Trade, Investments

b) Name and title of official with whom registrant engages

Sr. Dn. Ivan Ontaneda Berru, Ministro de Produccion, Comercio Exterior Inversio

¹ "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States, or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

9. If the foreign principal is a foreign political party, state:

- a) Name and title of official with whom registrant engages

- b) Aim, mission or objective of foreign political party

10. If the foreign principal is not a foreign government or a foreign political party:

- a) State the nature of the business or activity of this foreign principal.

b) Is this foreign principal:

- | | |
|---|--|
| Supervised by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Owned by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Directed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Controlled by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Financed by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| Subsidized in part by a foreign government, foreign political party, or other foreign principal | Yes <input type="checkbox"/> No <input type="checkbox"/> |

11. Explain fully all items answered "Yes" in Item 10(b).

12. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/03/2021Cristina Antelo/s/Cristina Antelo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

February 1, 2021

Cristina Antele



U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the FARA Unit in Washington, DC. Statements are also available online at the FARA Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .32 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, FARA Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant
Ferox Strategies LLC

2. Registration Number
6922

3. Name of Foreign Principal

Ministry of Production, Foreign Trade, Investments and Fisheries of the Republic of Ecuador (on behalf of Arnold & Porter Kaye Scholer LLP)

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. What is the date of the contract or agreement with the foreign principal? 01/19/2021
8. Describe fully the nature and method of performance of the above indicated agreement or understanding.

Ferox Strategies LLC will provide strategic advice and assistance to the Republic of Ecuador in its relationship with the United States in coordination with Arnold & Porter Kaye Scholer LLP. Ferox Strategies is a subcontractor of Arnold & Porter Kaye Scholer LLP and the terms and conditions of this engagement are detailed in the attached agreement. Notably, the fees paid by Arnold & Porter Kaye Scholer LLP to Ferox Strategies LLC encompass work for multiple foreign principals.

9. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Ferox Strategies LLC will advise Arnold & Porter Kaye Scholer LLP and the foreign principal with advocacy and outreach efforts, including meetings with U.S. Government Officials.

10. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act¹.

Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose. The response must include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Ferox Strategies LLC will assist Arnold & Porter Kaye Scholer LLP and the foreign principal with advocacy and outreach efforts, including meetings with U.S. Government Officials, in connection with promoting interests in furthering bilateral trade and investment.

11. Prior to the date of registration² for this foreign principal has the registrant engaged in any registrable activities, such as political activities, for this foreign principal?

Yes ☐ No ☒

If yes, describe in full detail all such activities. The response should include, among other things, the relations, interests, and policies sought to be influenced and the means employed to achieve this purpose. If the registrant arranged, sponsored, or delivered speeches, lectures, social media, internet postings, or media broadcasts, give details as to dates, places of delivery, names of speakers, and subject matter. The response must also include, but not be limited to, activities involving lobbying, promotion, perception management, public relations, economic development, and preparation and dissemination of informational materials.

Set forth below a general description of the registrant's activities, including political activities.

Set forth below in the required detail the registrant's political activities.

Date	Contact	Method	Purpose
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12. During the period beginning 60 days prior to the obligation to register³ for this foreign principal, has the registrant received from the foreign principal, or from any other source, for or in the interests of the foreign principal, any contributions, income, money, or thing of value either as compensation, or for disbursement, or otherwise?

Yes ☐ No ☒

If yes, set forth below in the required detail an account of such monies or things of value.

Date Received	From Whom	Purpose	Amount/Thing of Value
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13. During the period beginning 60 days prior to the obligation to register⁴ for this foreign principal, has the registrant disbursed or expended monies in connection with activity on behalf of the foreign principal or transmitted monies to the foreign principal?

Yes ☐ No ☒

If yes, set forth below in the required detail and separately an account of such monies, including monies transmitted, if any.

Date	Recipient	Purpose	Amount
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¹ "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

^{2,3,4} Pursuant to Section 2(a) of the Act, an agent must register within ten days of becoming an agent, and before acting as such.

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

02/03/2021

Cristina Antelo

/s/Cristina Antelo

EXECUTION

In accordance with 28 U.S.C. § 1746, and subject to the penalties of 18 U.S.C. § 1001 and 22 U.S.C. § 618, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this statement filed pursuant to the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, that he/she is familiar with the contents thereof, and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date

Printed Name

Signature

February 1, 2021

Cristina Antele





Raul R. Herrera
+1 202.942.6601 Direct
Raul.Herrera@arnoldporter.com

CONFIDENTIAL

January 19, 2021

VIA E-MAIL

Cristina Antelo
Principal and CEO
Ferox Strategies LLC
300 New Jersey Avenue NW, Ste. 1075
Washington, DC 20001

Re: Engagement Letter

Dear Ms. Antelo:

Arnold & Porter Kaye Scholer LLP, a limited liability partnership organized under the laws of Delaware (the "Firm" or "Arnold & Porter"), is very pleased to engage Ferox Strategies LLC ("Ferox") on behalf of the Firm's clients, the Republic of Ecuador ("Ecuador") and the Republic of Argentina ("Argentina"). The Firm's clients for this engagement are Ecuador and Argentina (the "Clients"). Ferox will assist the Firm in providing legislative and public policy services to Ecuador and Argentina and will provide government affairs representation before the federal government of the United States on behalf of Ecuador and Argentina, as well as other similar services as the parties mutually agree, to the extent permitted by the applicable United States laws and regulations. The purpose of this engagement letter is to set forth our mutual understanding as to the basis on which Ferox will provide services under this engagement.

1. Scope of Work. The Firm is engaging Ferox to provide strategic government relations services and direct lobbying to Ecuador and Argentina, as well as government affairs representation before the federal government of the United States on behalf of Ecuador and Argentina. Ferox will work in support of the Firm's legislative and public policy services and will provide government affairs representation before the federal government of the United States on behalf of Ecuador and Argentina. Ferox will act under the Firm's supervision and direction as to the scope of Ferox's work. As such, all communications and documents exchanged between and among Ferox, the Firm, Ecuador and Argentina shall be treated confidentially, and shall be protected by the



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attorney-client privilege and attorney work product doctrine to the extent provided by applicable law and in accordance with the provisions as set forth in Section 5 below. Any and all work product produced by Ferox will be conducted solely in conjunction with direction from the Firm. All work product will be routed from Ferox to the Firm for approval, with the Firm subsequently seeking approval from Ecuador and Argentina, as applicable, as the Firm may deem advisable or appropriate. It is anticipated that Ferox's Principal, Ms. Cristina Antelo, will lead strategic efforts.

2. Fee Calculation. The Firm will pay Ferox a flat fee of \$110,000 for services beginning January 19, 2021 up to and including May 31, 2021. Ferox will invoice the Firm in three equal installments: (a) upon contract finalization, (b) on March 20, 2021 and (c) upon conclusion of the term of this engagement on May 31, 2021. Payments will be made by the Firm to Ferox when, as and if payments are received by Ecuador and Argentina, respectively. Ferox acknowledges and agrees that Ecuador and Argentina are solely responsible for payments of all fees invoiced by Ferox hereunder, and the Firm shall not be responsible or liable for payment of any such costs, fees or expenses hereunder.

Any fees properly invoiced pursuant to this agreement shall be payable thirty (30) days after the Firm's receipt of Ferox's invoice. The Firm may, at the instruction of and as a courtesy to Ecuador and Argentina, pay such invoices on behalf of Ecuador and Argentina (in advance of Ecuador's and Argentina's reimbursement to the Firm therefore); provided, however, that (i) nothing in this paragraph shall be deemed to derogate from the last sentence of the immediately preceding paragraph of this Section 2, and (ii) the Firm will not undertake to pay any invoices of \$10,000 or more for services subject to reimbursement by Ecuador and Argentina, until the Firm has received payment in full from Ecuador and Argentina, as applicable, for such services. Should an invoice be outstanding under this engagement letter more than 30 days past its due date, Ferox may cease all services under this engagement until all outstanding invoices are paid in full.

Ferox's payment information for all payments under this engagement is as follows:

Bank Name: [REDACTED]
Acct Name: Ferox Strategies LLC
Acct #: [REDACTED]
Routing # (Paper and Electronic): [REDACTED]
Routing # (Wires): [REDACTED]



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3. Lobbying Disclosure Act and Foreign Agents Registration Act Certifications. Ferox and the Firm shall comply with all required disclosures, restrictions and requirements under the Lobbying Disclosure Act and the Foreign Agents Registration Act ("FARA") applicable to them, and other applicable laws and regulations of the United States. Any Ferox's required disclosure will indicate it is a subcontractor for the Firm on behalf of Ecuador and Argentina, as applicable, as required by law in the applicable jurisdiction.

The Firm represents and warrants that it has supplied Ferox with accurate and complete information concerning its operations, objectives, and personnel, recognizing that Ferox may be required to complete and file public disclosure forms in connection with this engagement. The Firm agrees that it will immediately notify Ferox in the event of any changes to this information.

The Firm represents and warrants that clients Argentina and Ecuador are both foreign governments and as such FARA registration for Ferox will be required with the Department of Justice under Title 22, Chapter 11 of the United States Code.

4. Client Information and Conflicts. The Firm has provided Ferox with information regarding the issues involved in this matter and other relevant advocacy materials. Ferox has researched and represented to the Firm that Ferox has no conflicts of interest in acting as a subcontractor in this matter. If a conflict of interest arises for Ferox in this representation, you will notify the Firm immediately.

5. Client Confidentiality. In signing this contract, Ferox has also represented that you will use all permissible efforts to hold Ecuador and Argentina communications and secrets in this matter in confidence. Ferox's work in this matter - and any discussions, documents, and information related to that work - are intended to be protected by the attorney-client privilege and the attorney work product privilege to the fullest extent provided under applicable law.

6. Termination. This agreement can be terminated by either party with 30 days' prior written notice.

7. Expenses. Ferox may also assess the Firm other required out-of-pocket expenses at cost as incurred, such as international or long-distance travel (including meals and accommodations), all such expenses are subject to the Firm's prior written approval. Ferox reserves the right to require prepayment for significant expenses prior to those costs being incurred.



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8. Intellectual Property Rights. The Firm recognizes that Ferox brings to this engagement letter pre-existing know-how, skills, techniques, trade secrets, knowledge, methods, forms, designs, and other intellectual property and materials (the "Pre-Existing Materials") to assist Ferox in the performance of the services under this letter. The Firm acknowledges that these Pre-Existing Materials are and will remain the sole and exclusive property of Ferox.

9. Insurance. Each of the Firm and Ferox shall carry at its expense commercial insurance, which shall include comprehensive general liability insurance as well as any additional insurance required by any applicable laws or regulations, to cover itself, its employees, consultants and agents in accordance with industry standards.

10. Entire Agreement. This engagement letter constitutes the entire agreement between the Firm and Ferox with respect to the subject matter and supersedes all prior written and oral and all contemporaneous oral agreements and understandings with respect to its subject matter.

11. Modifications and Amendments. No purported modification of or amendment to this agreement is effective unless it is in writing and signed by or on behalf of the Firm and Ferox, respectively.

12. Assignment. A party's attempted assignment of this engagement agreement, whether directly, by change in control, or by operation of law, is ineffective unless effected with the other party's written consent.

13. Severability. If any provision of this engagement letter is held to be illegal, invalid, or unenforceable and if that provision cannot be modified to make it enforceable, that provision is ineffective to the extent of its illegality, invalidity, or unenforceability only and the remaining provisions remain in full force and effect if the purposes of this agreement can still be achieved.

14. Costs of Fee Dispute. If disputes related to enforcement of this agreement occur and result in legal fees or costs for either party, the party at fault shall pay actual and reasonable legal fees and costs incurred by the other party in connection with the enforcement of this agreement.

15. Costs of Other Proceedings. If litigation or other proceedings arise regarding services performed by Ferox for the Firm under this engagement letter, and Ferox is subpoenaed or otherwise requested to testify, disclose documents and materials, or otherwise participate in the proceeding, the Firm shall pay for Ferox's reasonable legal

Arnold & Porter

January 19, 2021

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fees and costs. This obligation is limited to litigation or other proceedings where the Firm and/or Argentina and/or Ecuador is a named party to the litigation or other proceedings pertaining specifically to the services provided under his Agreement, and Ferox is not a named party. This Section survives the termination or expiration of this engagement letter for up to one year.

16. Dispute Resolution and Governing Law. Any dispute, claim or controversy (a "Dispute") between or among the parties hereto arising out of or in any way relating to this agreement shall be determined by confidential, binding arbitration in Washington, D.C. before a panel of three neutral arbitrators. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures in force at the time the arbitration is commenced. The arbitrator shall decide any issue of the breach, termination, enforcement, interpretation or validity of this entire agreement, including the determination of the scope or applicability of the agreement to arbitrate. The parties adopt and agree to implement the JAMS Optional Arbitration Appeal Procedure (as it exists on the date of this agreement) with respect to any final arbitration award pursuant to this agreement. This agreement and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the District of Columbia, exclusive of conflict or choice of law rules.

17. Conclusion. If the terms of the engagement are acceptable, please sign and return the enclosed copy of this letter, evidencing your agreement to these terms.

Sincerely,

ARNOLD & PORTER KAYE SCHOLER LLP

By: 
Raul R. Herrera, Partner

ACCEPTED AND AGREED TO:

FEROX STRATEGIES LLC

DocuSigned by:
By: 
Print Name: Cristina Antelo - Principal and CEO

Date: 1/27/2021